



Privacy & Security:

Federal Law requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.

The types of personal information we collect and share can include:

- Health & Dental Insurance Account #
- Claims types by code
- Amount owed and paid on Health Insurance Claims

Reasons Rete+Pay can share your personal information

- For everyday business purposes – such as to process your payment transactions, maintain your accounts, respond to court orders, and legal investigations.
- For our marketing purposes, to offer products and services to you
- For our affiliates everyday business purposes, information about your transactions and experiences
- For our Affiliates to market to you.

We do **not** share information with Non-affiliates to market to you.

Confidential Information

a) Non-Disclosure. Rete+Pay and its Payers acknowledge that it will be receiving Confidential Information from the other and each party covenants that:

- (a) it will use Confidential Information only as may be necessary in the course of performing duties, receiving services or exercising rights under their mutual Agreement,
- (b) its officers, employees, service partners or consultants to whom Confidential Information is disclosed will have a “need to know” in the ordinary course and scope of their employment or services, and will first have acknowledged the confidential nature thereof and have agreed to be bound by the terms of this Agreement,
- (c) it will obtain all authorizations necessary to release any Confidential Information to the other party required by this Agreement,
- (d) it will not use Confidential Information to diminish the value of the services provided by this Agreement including, but not limited to: modify, translate, merge, alter, reverse compile/assemble, decrypt, reverse engineer or create derivative works, or develop a system or software similar in function to Rete-Pay Services or knowingly permit or enable any other party to do the foregoing;
- (e) Rete+Pay will take at least the same precautions and measures to safeguard the secrecy and confidentiality of, and proprietary rights to, the proprietary information as it would with its own similar proprietary or confidential information,
- (f) it will not disclose or otherwise use Confidential Information in any manner that would be contrary to law, including the privacy provisions of HIPAA,
- (g) it will comply with HIPAA Regulations as required and work with the other party to execute a mutually agreeable HIPAA Business Associate Agreement, and
- (h) the terms of this Section will survive any termination of Agreement between Rete+Pay and its Payer.



Data Ownership, Access and Use

- a) Client Data will be delivered by Client only when all necessary and legally required approvals have been made.
- b) Confidentiality of Client Data is subject to the terms and conditions of the Mutual Agreement between RetePay and its Payers. Rete-Pay will keep the Client Data confidential and not disclose to anyone other than the Client, without Client's written consent:
- (i) the identity of any employee, enrollee, subscriber, beneficiary, patient or other individual for whom Client Data is submitted;
 - (ii) Client Data that is individually identifiable to Client or a Data Source as its source;
 - (iii) the identity of an employer, trade group/union, healthcare purchasing coalition/group or other healthcare purchaser ("Healthcare Purchaser"), or an insurance company, health maintenance organization, health plan, third party administrator, or other healthcare payer ("Healthcare Payer") (collectively "Data Sources");
 - (iv) confidential negotiated payment arrangements between a specific Healthcare Payer and a specific provider or provider group;
 - (v) confidential negotiated pricing arrangements between a specific Healthcare Payer and a specific Healthcare Purchaser;
 - (vi) the segregation of Healthcare Payer or in any way identifiable as a separate group from any other Healthcare Purchaser or Healthcare Payer; or\
 - (viii) any Client Data not in compliance with all applicable Federal and State laws including without limitation to HIPAA. Rete-Pay agrees to require all of its employees, agents and other representatives who have access to any Client Data to adhere to these confidentiality obligations.
- c) Client hereby grants to Rete-Pay, or its partners and/or vendors, a perpetual, irrevocable, nonexclusive, royalty-free, nontransferable license to use and copy all Data, in a **de-identified format**, and in a manner consistent with this Agreement for internal purposes only. For the purpose of the preceding sentence, the term "de-identified" will mean information that satisfies the requirements set forth in 45 CFR section 164.514(b), as amended. Rete-Pay certifies that it is in compliance with Applicable Law, with respect to privacy and data security relative to Client Data and that it has implemented and currently maintains an effective information security program to protect Client Data, including administrative, technical, and physical safeguards.
- d) System Security and Access for the purpose of maintaining database security for Client Data and general access, Client will assume full responsibility for the selection and use of any code or passwords as may be permitted or required by the particular services involved. Client represents and warrants that it will comply with all privacy, confidentiality and other applicable laws and regulations when it uses or accesses any information provided by Rete-Pay. Rete-Pay reserves the right to issue and change policies and procedures from time to time to improve data, database and file security.

State Privacy Laws: We will comply with State privacy laws to the extent they apply.

Cell Phones: If at any time you provide us with your telephone number, as a contact number, you agree that Rete+Pay or its affiliates may use that number to service any of your accounts, use an automated dialer or leaving pre-recorded messages. Telephones: Any Telephone call with Rete+Pay or any of its affiliates may be monitored or recorded.

Questions? Call Rete+Pay Provider Relations at 855-700-4373